

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	Sergheraert <i>et al.</i>	Confirmation No.:	5189
Application No.:	10/633,237	Art Unit:	1616
Filed:	July 31, 2003	Examiner:	Handy, Nikki R.
For:	METHODS FOR TREATING, MAINTAINING, OR IMPROVING FUR OR HAIR PIGMENTATION OF DOMESTIC CARNIVORES USING A COMPOSITION COMPRISING FREE TYROSINE	Attorney Docket No.:	10272-016-999

**TERMINAL DISCLAIMER**

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The above-identified patent application No. 10/633,237 is a continuation of U.S. Patent Application No. 09/703,522, filed November 1, 2000, now U.S. Patent No. 6,641,835, which claims priority benefits to French Patent Application No. FR 9913657, filed November 2, 1999.

The Petitioner, Pascal Jouannet, represents that he holds the position of Chief Executive Officer and Chairma, of Royal Canin, S.A., the assignee of the entire right, title and interest in and to the above-identified application as a result of the contractual obligations of the three named inventors in accordance with the Petition Under 37 C.F.R. § 1.47(b) submitted on July 24, 2001, and the decision mailed August 30, 2001, granting the Petition in prior U.S. Application No. 09/703,522, of which the above-identified application is a continuation.

Petitioner submits that Royal Canin, S.A. is also the assignee of the entire right, title and interest in and to U.S. Patent No. 6,641,835, which issued on November 4, 2003, as a result of the contractual obligations of the three named inventors in accordance with the Petition Under 37 C.F.R. § 1.47(b) submitted on July 24, 2001, and the decision mailed August 30, 2001, granting the Petition.

Petitioner hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of U.S. Patent No.

6,641,835, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,641,835.

Petitioner further agrees that this agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors, and assigns.


Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,641,835 in the event that said patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

Petitioner hereby confirms that he has reviewed the ownership for the above-identified application and U.S. Patent No. 6,641,835 and, to the best of his knowledge and belief, ownership of both are in the assignee Royal Canin, S.A. seeking to take action in this matter and that he is empowered to act on behalf of the assignee Royal Canin, S.A.

Petitioner hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this sixteen day of August, 2007.

Royal Canin, S.A.

By:  \_\_\_\_\_

Name: Pascal Jouannet  
Position: C.E.O. and Chairman